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Attorneys for USACM Liquidating Trust

Electronically filed on May 12, 2008

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

In re:
USA COMMERCIAL MORTGAGE
COMPANY;
USA CAPITAL REALTY ADVISORS, LLC;
USA CAPITAL DIVERSIFIED TRUST
DEED FUND, LLC;
USA CAPITAL FIRST TRUST DEED
FUND, LLC;
USA SECURITIES, LLC;
Debtors.

Affects:

- ☐ All Debtors
☒ USA Commercial Mortgage Company
☐ USA Capital Realty Advisors, LLC
☐ USA Capital Diversified Trust Deed Fund, LLC
☐ USA Capital First Trust Deed Fund, LLC
☐ USA Securities, LLC

Case No. BK-S-06-10725-LBR
Case No. BK-S-06-10726-LBR
Case No. BK-S-06-10727-LBR
Case No. BK-S-06-10728-LBR
Case No. BK-S-06-10729-LBR

CHAPTER 11

Jointly Administered Under
Case No. BK-S-06-10725 LBR

**STIPULATION RE PRE-PETITION
TRANSFERS TO PURDUE MARION
& ASSOCIATES**

The USACM Liquidating Trust (the "Trust"), and Purdue Marion & Associates, ("Purdue Marion"), hereby stipulate as follows:

1. On February 12, 2008, after diligently reviewing the books and records of USA Commercial Mortgage, the Trust made demand upon Purdue Marion for the return of payments made pre-petition totaling \$18,000.00 (the "Payments") alleging that such Payments were preferential transfers pursuant to 11 U.S.C. § 547(a).

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1 2. Purdue Marion does not agree that the Payments were preferential and has
2 articulated its reasons for its position to the trustee (the "Trustee") of the Trust.

3 3. In view of the foregoing, the Trust and Purdue Marion (together, the "Parties")
4 hereby stipulate and agree that Purdue Marion shall pay to the Trust the sum of Five Thousand
5 Dollars (\$5,000.00) (the "Settlement Amount") on or before the close of business on Wednesday,
6 June 11, 2008, provided the Court enters an Order approving this Stipulation before that date, and
7 that Purdue Marion finally and forever waives whatever right, title and interest it may have to any
8 distribution that may be forthcoming from the USACM Trust in the above-captioned USA
9 Commercial Mortgage chapter 11 bankruptcy case.

10 4. The Parties further stipulate and agree that Purdue Marion's timely payment in full
11 of the Settlement Amount and waiver of any distribution from the USACM estate constitute
12 sufficient consideration for the full settlement and satisfaction of the Trustee's preference demand
13 upon Purdue Marion for the return of the Payments.

14 5. The Trust reserves all of its rights with respect to any claim or cause of action other
15 than as described in this Stipulation that the Trust may have against Purdue Marion.

16 6. Nothing in this stipulation or the Court's order approving this stipulation shall have
17 any effect on Purdue Marion' participation or rights in any of the above-captioned bankruptcy
18 cases, other than the instant case, or any bankruptcy cases related thereto.

19 Dated: May 12, 2008.

20 **LEWIS AND ROCA LLP**

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By s/ Nancy L. Allf

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